

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware
corporation; and NITE IZE, INC., a Colorado
corporation,

Plaintiffs,

v.

CHUN WONG, an individual; ADAM JONES,
an individual; JACKY LIKENS, an individual;
SHENZHEN HAIMING LIMITED, an
unknown entity; HU NAN YUN DONG
LIMITED, an unknown entity; JAMES LEE, an
individual; STEVE MAX, an individual; ZACK
GREY, an individual; JEFFREY HALL, an
individual; DEREK WILSON, an individual;
JACOB SMITH, an individual; and JOHN
DOES 1–10,

Defendants.

No.

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF

I. INTRODUCTION

1. Nite Ize, Inc. (“Nite Ize”) began in 1989 in a small Colorado cabin when the CEO and Founder Rick Case invented the company’s first product: the Nite Ize Headband™ Mini Flashlight Holder.

2. In the last thirty years, Nite Ize has grown from a single product to a company that makes, sells, and distributes over 500 innovative accessories, tools, and devices. Nite Ize

1 offers products that are designed with creative innovation and manufactured with top-of-the-
2 line materials for optimum durability.

3 3. Nite Ize prides itself in being fun and functional, trusted and innovative, and
4 obsessively dedicated to making products that are not only guaranteed for life, but guaranteed
5 to improve its customers' lives. Nite Ize believes its success is rooted in integrity and in
6 keeping its promises to its customers. For that reason, it offers its customers a "Worry Free
7 Guarantee"—if a customer is not satisfied with their purchase, Nite Ize will provide a free
8 repair, replacement, or exchange.

9 4. In 2014, Nite Ize introduced the STEELIE® ecosystem—a family of products
10 that make mounting and viewing mobile devices just about anywhere a snap. Featuring a
11 patented, award-winning, magnetic mounting design, this two-part ball and socket system
12 creates a hands-free viewing platform for endless adjustable viewing angles in the car, at home,
13 and on the go.

14 ***

15 5. Since opening its virtual doors on the World Wide Web in July 1995,
16 Amazon.com, Inc. ("Amazon") has worked hard to build and maintain customer trust, striving
17 to be Earth's most customer-centric company. Each day, millions of consumers use Amazon's
18 store to purchase a wide range of products across dozens of product categories from Amazon
19 and third-party sellers. Amazon invests significant resources and effort into building and
20 preserving its customers' trust. As described in more detail below, in order to protect
21 consumers and preserve the integrity of the Amazon store, Amazon has robust policies and
22 highly developed fraud detection systems to prevent any third-party seller from selling
23 counterfeit products in Amazon's store. When Amazon discovers that a third-party seller is
24 violating Amazon's anti-counterfeiting policies, it takes immediate action to remove the seller
25 from the store and, in appropriate cases, to permanently enjoin the seller from future sales
26 through court orders. Based on Defendants' repeated and persistent violations of law, this is
27 one such case.

1 in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged
2 in this Complaint. On further information and belief, Wong conspired, operated in concert
3 with, and took affirmative acts with and on behalf of the other Defendants to engage in the
4 wrongful conduct identified in this Complaint, and derived a direct financial benefit as a result
5 of that wrongful conduct.

6 11. On information and belief, Defendant Adam Jones is either an individual who
7 resides in Ontario, Canada or is an “a/k/a” or alter ego for one or more of the other Defendants
8 identified in this Complaint. On further information and belief, Jones personally participated in
9 and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in
10 this Complaint. On further information and belief, Jones conspired, operated in concert with,
11 and took affirmative acts with and on behalf of the other Defendants to engage in the wrongful
12 conduct identified in this Complaint, and derived a direct financial benefit as a result of that
13 wrongful conduct.

14 12. On information and belief, Defendant Jacky Likens is either an individual who
15 resides in Ontario, Canada or is an “a/k/a” or alter ego for one or more of the other Defendants
16 identified in this Complaint. On further information and belief, Likens personally participated
17 in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged
18 in this Complaint. On further information and belief, Likens conspired, operated in concert
19 with, and took affirmative acts with and on behalf of the other Defendants to engage in the
20 wrongful conduct identified in this Complaint, and derived a direct financial benefit as a result
21 of that wrongful conduct.

22 13. On information and belief, Shenzhen Haiming Limited (“Shenzhen”) is an entity
23 of unknown type and classification, or is an “a/k/a” or alter ego for one or more of the other
24 Defendants identified in this Complaint. On further information and belief, Shenzhen
25 personally participated in and/or had the right and ability to supervise, direct, and control the
26 wrongful conduct alleged in this Complaint. On further information and belief, Shenzhen
27 conspired, operated in concert with, and took affirmative acts with and on behalf of the other

1 Defendants to engage in the wrongful conduct identified in this Complaint, and derived a direct
2 financial benefit as a result of that wrongful conduct.

3 14. On information and belief, Defendant Hu Nan Yun Dong Limited (“Hu Nan”) is
4 an entity of unknown type and classification, or is an “a/k/a” or alter ego for one or more of the
5 other Defendants identified in this Complaint. On further information and belief, Hu Nan
6 personally participated in and/or had the right and ability to supervise, direct, and control the
7 wrongful conduct alleged in this Complaint. On further information and belief, Hu Nan
8 conspired, operated in concert with, and took affirmative acts with and on behalf of the other
9 Defendants to engage in the wrongful conduct identified in this Complaint, and derived a direct
10 financial benefit as a result of that wrongful conduct.

11 15. On information and belief, Defendant James Lee is either an individual who
12 resides in Minnetonka, Minnesota or is an “a/k/a” or alter ego for one or more of the other
13 Defendants identified in this Complaint. On further information and belief, Lee personally
14 participated in and/or had the right and ability to supervise, direct, and control the wrongful
15 conduct alleged in this Complaint. On further information and belief, Lee conspired, operated
16 in concert with, and took affirmative acts with and on behalf of the other Defendants to engage
17 in the wrongful conduct identified in this Complaint, and derived a direct financial benefit as a
18 result of that wrongful conduct.

19 16. On information and belief, Defendant Steve Max is either an individual who
20 resides in Frederick, Maryland or is an “a/k/a” or alter ego for one or more of the other
21 Defendants identified in this Complaint. On further information and belief, Max personally
22 participated in and/or had the right and ability to supervise, direct, and control the wrongful
23 conduct alleged in this Complaint. On further information and belief, Max conspired, operated
24 in concert with, and took affirmative acts with and on behalf of the other Defendants to engage
25 in the wrongful conduct identified in this Complaint, and derived a direct financial benefit as a
26 result of that wrongful conduct.

1 17. On information and belief, Defendant Zack Grey is either an individual who
2 resides in Ontario, Canada, or is an “a/k/a” or alter ego for one or more of the other Defendants
3 identified in this Complaint. On further information and belief, Grey personally participated in
4 and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in
5 this Complaint. On further information and belief, Grey conspired, operated in concert with,
6 and took affirmative acts with and on behalf of the other Defendants to engage in the wrongful
7 conduct identified in this Complaint, and derived a direct financial benefit as a result of that
8 wrongful conduct.

9 18. On information and belief, Defendant Jeffrey Hall is either an individual who
10 resides in Ontario, Canada, or is an “a/k/a” or alter ego for one or more of the other Defendants
11 identified in this Complaint. On further information and belief, Hall personally participated in
12 and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in
13 this Complaint. On further information and belief, Hall conspired, operated in concert with,
14 and took affirmative acts with and on behalf of the other Defendants to engage in the wrongful
15 conduct identified in this Complaint, and derived a direct financial benefit as a result of that
16 wrongful conduct.

17 19. On information and belief, Defendant Derek Wilson is either an individual who
18 resides in Ontario, Canada, or is an “a/k/a” or alter ego for one or more of the other Defendants
19 identified in this Complaint. On further information and belief, Wilson personally participated
20 in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged
21 in this Complaint. On further information and belief, Wilson conspired, operated in concert
22 with, and took affirmative acts with and on behalf of the other Defendants to engage in the
23 wrongful conduct identified in this Complaint, and derived a direct financial benefit as a result
24 of that wrongful conduct.

25 20. On information and belief, Defendant Jacob Smith is either an individual who
26 resides in Ontario, Canada, or is an “a/k/a” or alter ego for one or more of the other Defendants
27 identified in this Complaint. On further information and belief, Smith personally participated

1 in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged
2 in this Complaint. On further information and belief, Smith conspired, operated in concert
3 with, and took affirmative acts with and on behalf of the other Defendants to engage in the
4 wrongful conduct identified in this Complaint, and derived a direct financial benefit as a result
5 of that wrongful conduct.

6 21. On information and belief, Defendants John Does 1-10 (the “Doe Defendants”)
7 are individuals and entities working in active concert to knowingly and willfully manufacture,
8 import, distribute, offer for sale, and sell counterfeit Nite Ize products.

9 III. JURISDICTION AND VENUE

10 22. The Court has subject matter jurisdiction over Nite Ize’s claims for trademark
11 infringement (15 U.S.C. § 1114) and unfair competition (15 U.S.C. § 1125(a)) pursuant to 15
12 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). The Court has subject matter jurisdiction
13 over Amazon’s breach of contract claim and Plaintiffs’ civil conspiracy claim pursuant to 28
14 U.S.C. § 1332 and § 1367.

15 23. The Court has personal jurisdiction over all Defendants because they transacted
16 business and committed tortious acts within and directed to the State of Washington, and
17 Amazon’s and Nite Ize’s claims arise from those activities. Defendants reached out to do
18 business with Washington residents by operating commercial, interactive internet storefronts
19 through which Washington residents could purchase products bearing counterfeit versions of
20 Nite Ize’s trademarks and which otherwise infringed Nite Ize’s IP. Defendants targeted sales to
21 Washington residents by operating these internet storefronts that (i) offer shipping to the United
22 States, including Washington; and (ii) sold counterfeit products to residents of Washington.
23 Each of the Defendants is committing tortious acts in Washington and has wrongfully caused
24 Amazon and Nite Ize substantial injury in Washington.

25 24. Further, Defendants entered into BSA with Amazon for their seller accounts,
26 stipulating that the “Governing Court” for claims to enjoin infringement of IP is state or federal
27 court in King County, Washington.

1 30. Amazon prohibits the sale of inauthentic and fraudulent products and is
2 constantly innovating on behalf of its customers and working with brands, manufacturers,
3 rights owners, and others to improve the ways it detects and prevents counterfeit products from
4 being sold to consumers. Amazon employs dedicated teams of software engineers, research
5 scientists, program managers, and investigators to operate and continually refine its anti-
6 counterfeiting program. Among other things, when sellers register to sell products through
7 Amazon's store, Amazon's automated systems scan information about the sellers for indicia
8 that the sellers might be bad actors, and Amazon blocks those sellers during registration before
9 they can offer any products for sale.

10 31. Amazon's systems automatically and continuously scan thousands of variables
11 related to sellers, products, and offers to detect activity that indicates products offered by a
12 seller might be counterfeit. Amazon uses innovative machine learning to improve its
13 automated systems in order to anticipate and outwit bad actors. Numerous Amazon
14 investigators around the world respond quickly to review any listing identified as a potential
15 counterfeit product. These investigators also review notices of claimed infringement from
16 rights owners, who are most familiar with their products. When Amazon determines a product
17 offered for sale is a counterfeit, it removes the product immediately. Amazon regularly
18 suspends or blocks sellers suspected of engaging in illegal behavior or infringing others' IP
19 rights.

20 32. Amazon works closely with brands and rights owners to strengthen protections
21 for their brands on Amazon.com. Amazon continues to invest in improvements to its online
22 infringement tools with the goal of reducing invalid complaints by providing a self-guided,
23 educational, and streamlined reporting experience for rights owners. In 2017, Amazon
24 launched the new Amazon Brand Registry that helps owners of IP protect their registered
25 trademarks on Amazon. The Amazon Brand Registry provides access to tools including
26 proprietary text and image search, predictive automation based on reports of suspected IP rights
27 violations, and increased authority over product listings. In addition, Amazon partners with

1 rights owners and law enforcement to identify and prosecute sellers suspected of engaging in
2 illegal activity. Lawsuits like this one, targeted directly at identified bad actors, further
3 complement Amazon's efforts to prevent the sale and distribution of counterfeit goods.

4 **B. Nite Ize and Its Anti-Counterfeiting Efforts**

5 33. Nite Ize sells its products to customers in a variety of ways, including through
6 third-party retailers and its website, www.niteize.com.

7 34. Nite Ize currently holds trademark registrations for its many different
8 trademarks. Each of these marks has been duly and properly registered with the United States
9 Patent and Trademark Office. Relevant to this Complaint, Nite Ize owns a registered trademark
10 for "STEELIE," Trademark Reg. No. 4,205,539, which encompasses holders and stands
11 specially adapted for use with mobile communication devices and devices for capturing digital
12 images. A true and correct copy of the registration certificate for this trademark and
13 assignment documentation reflecting Nite Ize's ownership is attached as **Exhibit A**. Nite Ize
14 also owns a registered trademark for "NITE IZE," Trademark Reg. No. 2,789,303. A true and
15 correct copy of the registration certificate for this trademark is attached as **Exhibit B**. The
16 "STEELIE" and "NITE IZE" trademarks are collectively referred to as the "Nite Ize
17 Trademarks."

18 35. Nite Ize goes to great lengths to protect consumers from counterfeits of its
19 products, and is committed to leading efforts to combat the presence of counterfeit products.
20 One way Nite Ize achieves this is by working cooperatively with retailers and other entities
21 around the world to combat the sale of counterfeits. Partnering with Amazon in the shared goal
22 to eradicate counterfeiting is a critical part of Nite Ize's strategy.

23 **C. Defendants Created Amazon Seller Accounts and Agreed Not to Sell**
24 **Counterfeit Goods**

25 36. Defendants established and operated the below-listed Amazon seller accounts,
26 among potentially others, through which they sought to advertise, market, sell, and distribute
27 counterfeit Nite Ize STEELIE® products:

1 a) “Porterg” which belongs to and is held in the name of Defendant Likens.

2 b) “Mentushop” which belongs to and is held in the name of Defendant
3 Wong.

4 c) “Lucky Deals JMS” which belongs to and is held in the name of
5 Defendant Wong.

6 d) “Vincent’s Store 789” which belongs to and is held in the name of
7 Defendant Wong.

8 e) “ZACKSALES” which belongs to and is held in the name of Defendant
9 Wong and/or Defendant Grey.

10 f) “GGreat Sales” which belongs to and is held in the name of Defendant
11 Wong.

12 g) “Samonite” which belongs to and is held in the name of Defendant
13 Wong.

14 h) “HALL HALL HALL” which belongs to and is held in the name of
15 Defendants Wong and/or Defendant Hall.

16 i) “Discount Always” which belongs to and is held in the name of
17 Defendant Jones.

18 j) “SNAKEY” which belongs to and is held in the name of Defendant
19 Jones.

20 k) “MAX MAX MAX” which belongs to and is held in the name of
21 Defendant Max.

22 l) “Jason Dudley” which belongs to and is held in the name of Defendant
23 Max.

24 m) “VERY LEE GOOD” which belongs to and is held in the name of
25 Defendant Lee.

26 n) “Storqq” which, on information and belief, belongs to Defendant Wong.

27 o) “WW arehouse” which, on information and belief, belongs to Defendant

1 Wong.

2 p) “Jay Warehouse” which, on information and belief, belongs to
3 Defendant Wong.

4 q) “WILLWHO” which belongs to and is held in the name of Defendant
5 Wilson.

6 r) “JS Wholesaler” which belongs to and is held in the name of Defendant
7 Smith.

8 s) “DEROSAN” which belongs to and is held in the name of Defendant
9 Wilson.

10 37. To become a third-party seller on Amazon’s website, sellers are required to
11 agree to the BSA, which governs the applicant’s access to and use of Amazon’s services and
12 sets forth Amazon’s rules and restrictions for selling through the website. By entering into the
13 BSA, each seller represents and warrants that it “will comply with all applicable laws in [the]
14 performance of [its] obligations and exercise of [its] rights” under the BSA. A true and correct
15 copy of the current version of Amazon’s BSA is attached as **Exhibit C**.

16 38. The BSA incorporates (and sellers therefore agree to be bound by) Amazon’s
17 Anti-Counterfeiting Policy, attached as **Exhibit D**, which explicitly prohibits the sale of
18 counterfeit goods on the Amazon store:

19 **Products offered for sale on Amazon must be authentic. The sale of**
20 **counterfeit products is strictly prohibited. Failure to abide by this policy**
21 **may result in loss of selling privileges, funds being withheld, and disposal of**
22 **inventory in our possession.**

23 *Id.* (emphasis in original).

24 39. Amazon’s Anti-Counterfeiting Policy further describes Amazon’s commitment
25 to preventing the sale and distribution of counterfeit goods in the Amazon store, and the
26 consequences Amazon imposes when it becomes aware of counterfeiting:

27 It is each seller’s and supplier’s responsibility to source, sell, and fulfill only
authentic products. Prohibited products include bootlegs, fakes, or pirated copies
of products or content; products that have been illegally replicated, reproduced,
or manufactured; and products that infringe another party’s intellectual property

rights. If you sell or supply inauthentic products, we may immediately suspend or terminate your Amazon selling account (and any related accounts) and dispose of any inauthentic products in our fulfillment centers at your expense. In addition, we do not pay sellers until we are confident our customers have received the authentic products they ordered. We may withhold payments if we determine that an Amazon account has been used to sell inauthentic goods, commit fraud, or engage in other illegal activity.

We work with manufacturers, rights holders, content owners, vendors, and sellers to improve the ways we detect and prevent inauthentic products from reaching our customers. As a result, we remove suspect listings based on our own review of products. We also work with rights holders and law enforcement worldwide to take and support legal action against sellers and suppliers that knowingly violate this policy and harm our customers. In addition to criminal fines and imprisonment, sellers and suppliers of inauthentic products may face civil penalties including the loss of any amounts received from the sale of inauthentic products, the damage or harm sustained by the rights holders, statutory and other damages, and attorney's fees.

We stand behind the products sold on our site with our A-to-z Guarantee, and we encourage rights owners who have product authenticity concerns to notify us. We will promptly investigate and take all appropriate actions to protect customers, sellers, and rights holders.

Id.

40. By virtue of becoming a third-party seller on Amazon's website, and establishing seller accounts, Defendants explicitly agreed to, and are bound by, the BSA (among other agreements). Defendants, therefore, agreed not to advertise, market, sell or distribute counterfeit products.

D. Defendants' Sale of Counterfeit Nite Ize STEELIE® Products

41. Defendants advertised, marketed, sold, and distributed counterfeit products that Defendants claimed were genuine Nite Ize STEELIE® products. This conduct violated the BSA. Nite Ize has not licensed or authorized Defendants to manufacture, import, or sell products bearing the Nite Ize brand, or to use or exploit the IP rights of Nite Ize in manufacturing, marketing, selling, or distributing products bearing the Nite Ize brand.

1. Customs and Border Protection Notice and Shipito Account Information

42. On or about October 19, 2018, Nite Ize received two notices (Nos. 2019-2904-000026-01 and 2019-2904-000028-01) from United States Customs and Border Protection ("CBP") that the agency had seized an imported shipment at its port of entry in Portland,

1 Oregon on September 29, 2018. The shipments contained 300 counterfeit STEELIE® car
2 mount kits. The shipment originated from Defendant Shenzhen and Hu Nan in Hong Kong,
3 with a Tualatin, Oregon destination address. Jack Nebressa was listed as the importer.

4 43. After researching the Tualatin, Oregon address, Nite Ize determined that it is the
5 address of Shipito, LLC's Oregon warehouse. According to its website, Shipito, LLC offers
6 package and mail forwarding services to over 220 countries.

7 44. Nite Ize issued a subpoena to Shipito, LLC to obtain the account information for
8 the account holder with the name "Jack Nebressa." Shipito's records indicate that at least one
9 individual associated with the "Jack Nebressa" account is Defendant Wong, who has an address
10 in Ontario, Canada.

11 45. Shipito's records also indicate that the "Jack Nebressa" account holder shipped
12 numerous counterfeit STEELIE® car mount kits to various entities across the United States.
13 On information and belief, Defendants shipped the infringing phone holders with the
14 knowledge and intent that they would be sold to consumers as authentic Nite Ize STEELIE®
15 phone holders.

16 2. Test Purchases from Defendant Wong

17 46. On or around August 1, 2018, Nite Ize conducted a test purchase from
18 Defendant Wong's "MentuShop" seller account for what Defendants advertised was one "Nite
19 Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise the
20 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
21 brand, and Defendants used the same Amazon Standard Identification Number ("ASIN") as
22 used for the sale of authentic Nite Ize products. Nite Ize reviewed the product Defendants
23 shipped and determined that the product sold by Defendants is counterfeit.

24 47. On or around August 1, 2018, Nite Ize conducted a test purchase from
25 Defendant Wong's "Lucky Deals JMS" seller account for what Defendants advertised was one
26 "Nite Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise the
27 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's

1 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
2 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
3 Defendants is counterfeit.

4 48. On or around September 4, 2018, Nite Ize conducted a test purchase from
5 Defendant Wong's "Vincent's Store 789" seller account for what Defendants advertised was
6 one "Nite Ize Original Steelie Dash Mount Kit." Defendants used Nite Ize's brand to advertise
7 the product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
8 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
9 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
10 Defendants is counterfeit.

11 49. On or around September 4, 2018, Nite Ize conducted a test purchase from
12 Defendant Wong and/or Grey's "ZACKSALES" seller account for what Defendants advertised
13 was one "Nite Ize Original Steelie Dash Mount Kit." Defendants used Nite Ize's brand to
14 advertise the product, the actual product bore the Nite Ize Trademarks and other indications of
15 Nite Ize's brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize
16 products. Nite Ize reviewed the product Defendants shipped and determined that the product
17 sold by Defendants is counterfeit.

18 50. On or around September 5, 2018, Nite Ize conducted a test purchase from
19 Defendant Wong's "Samonite" seller account for what Defendants advertised was one "Nite
20 Ize Original Steelie Dash Mount Kit." Defendants used Nite Ize's brand to advertise the
21 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
22 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
23 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
24 Defendants is counterfeit.

25 51. On or around September 10, 2018, Nite Ize conducted a test purchase from
26 Defendant Wong's "GGreat Sales" seller account for what Defendants advertised was one
27 "Nite Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise the

1 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
2 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
3 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
4 Defendants is counterfeit.

5 52. On or around September 10, 2018, Nite Ize conducted a test purchase from
6 Defendant Wong and or Grey's "ZACKSALES" seller account for what Defendants advertised
7 was one "Nite Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to
8 advertise the product, the actual product bore the Nite Ize Trademarks and other indications of
9 Nite Ize's brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize
10 products. Nite Ize reviewed the product Defendants shipped and determined that the product
11 sold by Defendants is counterfeit.

12 53. On or around September 19, 2018, Nite Ize conducted a test purchase from
13 Defendant Wong's "Vincent's Store 789" seller account for what Defendants advertised was
14 one "Nite Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise
15 the product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
16 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
17 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
18 Defendants is counterfeit.

19 54. On or around September 25, 2018, Nite Ize conducted a test purchase from
20 Defendant Wong's "Samonite" seller account for what Defendants advertised was one "Nite
21 Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise the
22 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
23 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
24 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
25 Defendants is counterfeit.

26 55. On or around January 23, 2019, Nite Ize conducted a test purchase from
27 Defendant Wong and/or Hall's "HALL HALL HALL" seller account for what Defendants

1 advertised was one “Nite Ize Original Steelie Dash Mount Kit.” Defendants used Nite Ize’s
2 brand to advertise the product, the actual product bore the Nite Ize Trademarks and other
3 indications of Nite Ize’s brand, and Defendants used the same ASIN as used for the sale of
4 authentic Nite Ize products. Nite Ize reviewed the product Defendants shipped and determined
5 that the product sold by Defendants is counterfeit.

6 **3. Test Purchases from Defendant Jones**

7 56. On or around August 13, 2018, Nite Ize conducted a test purchase from
8 Defendant Jones’s “Discount Always” seller account for what Defendants advertised was one
9 “Nite Ize Original Steelie Magnetic Phone Socket.” Defendants used Nite Ize’s brand to
10 advertise the product, the actual product bore the Nite Ize Trademarks and other indications of
11 Nite Ize’s brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize
12 products. Nite Ize reviewed the product Defendants shipped and determined that the product
13 sold by Defendants is counterfeit.

14 57. On or around September 5, 2018, Nite Ize conducted a test purchase from
15 Defendant Jones’s “Discount Always” seller account for what Defendants advertised was one
16 “Nite Ize Original Steelie Dash Mount Kit.” Defendants used Nite Ize’s brand to advertise the
17 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize’s
18 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
19 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
20 Defendants is counterfeit.

21 58. On or around September 5, 2018, Nite Ize conducted a test purchase from
22 Defendant Jones’s “Discount Always” seller account for what Defendants advertised was one
23 “Nite Ize Original Steelie Dash Ball.” Defendants used Nite Ize’s brand to advertise the
24 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize’s
25 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
26 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
27 Defendants is counterfeit.

59. On or around September 10, 2018, Nite Ize conducted a test purchase from Defendant Jones's "SNAKEY" seller account for what Defendants advertised was one "Nite Ize Original Steelie Dash Mount Kit." Defendants used Nite Ize's brand to advertise the product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products. Nite Ize reviewed the product Defendants shipped and determined that the product sold by Defendants is counterfeit.

4. Other Test Purchases.

60. On or around July 9, 2018, Nite Ize conducted a test purchase from Defendant Wong's "Jay Warehouse" seller account (which is now known as "Storqq") for what Defendants advertised was one "Nite Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise the product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products. Nite Ize reviewed the product Defendants shipped and determined that the product sold by Defendants is counterfeit.

61. On or around July 9, 2018, Nite Ize conducted a test purchase from Defendant Likens's "porterg" seller account for what Defendants advertised was one "Nite Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise the product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products. Nite Ize reviewed the product Defendants shipped and determined that the product sold by Defendants is counterfeit.

62. On or around August 3 2018, Nite Ize conducted a test purchase from Defendant Wilson's "WILLWHO" seller account for what Defendants advertised was one "Nite Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise the product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products. Nite Ize reviewed the product Defendants shipped and determined that the product sold by Defendants

1 is counterfeit.

2 63. On or around August 7, 2018, Nite Ize conducted a test purchase from
3 Defendant Likens's "porterg" seller account for what Defendants advertised was one "Nite Ize
4 Original Steelie Dash Mount Kit." Defendants used Nite Ize's brand to advertise the product,
5 the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's brand, and
6 Defendants used the same ASIN as used for the sale of authentic Nite Ize products. Nite Ize
7 reviewed the product Defendants shipped and determined that the product sold by Defendants
8 is counterfeit.

9 64. On or around August 13, 2018, Nite Ize conducted a test purchase from
10 Defendant Smith's "JS Wholesaler" seller account for what Defendants advertised was one
11 "Nite Ize Original Steelie Dash Mount Kit." Defendants used Nite Ize's brand to advertise the
12 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
13 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
14 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
15 Defendants is counterfeit.

16 65. On or around August 13, 2018, Nite Ize conducted a test purchase from
17 Defendant Wilson's "DEROSAN" seller account for what Defendants advertised was one "Nite
18 Ize Original Steelie Dash Mount Kit." Defendants used Nite Ize's brand to advertise the
19 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
20 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
21 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
22 Defendants is counterfeit.

23 66. On or around November 5, 2018, Nite Ize conducted a test purchase from
24 Defendant Wong's "WW arehouse" seller account (which is now known as "Storqq") for what
25 Defendants advertised was one "Nite Ize Original Steelie Dash Mount Kit." Defendants used
26 Nite Ize's brand to advertise the product, the actual product bore the Nite Ize Trademarks and
27 other indications of Nite Ize's brand, and Defendants used the same ASIN as used for the sale

1 of authentic Nite Ize products. Nite Ize reviewed the product Defendants shipped and
2 determined that the product sold by Defendants is counterfeit.

3 67. On or around December 12, 2018, Nite Ize conducted a test purchase from
4 Defendant Max's "MAX MAX MAX" seller account for what Defendants advertised was one
5 "Nite Ize Original Steelie Dash Mount Kit." Defendants used Nite Ize's brand to advertise the
6 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
7 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
8 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
9 Defendants is counterfeit.

10 68. On or around January 3, 2019, Nite Ize conducted a test purchase from
11 Defendant Max's "Jason Dudley" seller account for what Defendants advertised was one "Nite
12 Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise the
13 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
14 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
15 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
16 Defendants was counterfeit.

17 69. On or around January 29, 2019, Nite Ize conducted a test purchase from
18 Defendant Lee's "VERY LEE GOOD" seller account for what Defendants advertised was one
19 "Nite Ize Original Steelie Vent Mount Kit." Defendants used Nite Ize's brand to advertise the
20 product, the actual product bore the Nite Ize Trademarks and other indications of Nite Ize's
21 brand, and Defendants used the same ASIN as used for the sale of authentic Nite Ize products.
22 Nite Ize reviewed the product Defendants shipped and determined that the product sold by
23 Defendants is counterfeit.

24 **E. Amazon and Nite Ize Shut Down Defendants' Accounts**

25 70. Despite repeated notice and counterfeit warnings from Amazon, Defendants
26 continued to sell counterfeit Nite Ize products.

27 71. In selling counterfeit Nite Ize products, Defendants falsely represented to

1 Amazon and its customers that the products Defendants sold were genuine products made by
 2 Nite Ize. Defendants also knowingly and willfully used Nite Ize's IP in connection with the
 3 advertisement, distribution, offering for sale, and sale of counterfeit Nite Ize products into the
 4 United States and Washington over the Internet.

5 72. At all times, Defendants knew that the BSA prohibited the use of Amazon's
 6 store to distribute counterfeit goods or to violate any applicable laws. Defendants knowingly
 7 and intentionally breached the BSA by marketing, selling, and distributing counterfeit goods on
 8 Amazon's store.

9 73. Defendants have deceived Amazon's customers and Amazon, infringed and
 10 misused the IP rights of Nite Ize, and harmed the integrity of Amazon's store and tarnished
 11 Amazon's and Nite Ize's brands.

12 74. Amazon, after receiving notice from Nite Ize, confirmed Defendants' unlawful
 13 sale of counterfeit Nite Ize products and promptly blocked Defendants' seller accounts. In
 14 doing so, Amazon exercised its rights under the BSA to protect its customers, Nite Ize, and the
 15 integrity of its store.

16 75. In Amazon's experience, however, it is not uncommon for sellers of counterfeit
 17 products blocked by Amazon to attempt to create new seller identities to obtain access to the
 18 Amazon store. The fact that Defendants created multiple Amazon seller accounts, in violation
 19 of Amazon's BSA, to facilitate their counterfeit sales of Nite Ize products demonstrates they
 20 are likely to continue to do so. Therefore, unless Defendants and all of their affiliated and/or
 21 successor entities are immediately and permanently enjoined from using Amazon's store to sell
 22 goods, the harm Defendants caused to Amazon, legitimate third-party manufacturers/sellers
 23 like Nite Ize, and consumers is likely to continue.

24 **V. CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**

26 *(by Nite Ize against all Defendants)*

27 **Trademark Infringement – 15 U.S.C. § 1114**

76. Plaintiffs incorporate by reference the allegations of each and all of the

1 preceding paragraphs as though set forth herein.

2 77. Defendants' activities constitute infringement of the Nite Ize Trademarks as
3 described in the paragraphs above.

4 78. Nite Ize advertises, markets, and distributes its products using the Nite Ize
5 Trademarks described above and uses these trademarks to distinguish its products from the
6 products and related items of others in the same or related fields.

7 79. Because of Nite Ize's long, continuous, and exclusive use of the Nite Ize
8 Trademarks identified in this complaint, they have come to mean, and are understood by
9 customers and the public to signify, products from Nite Ize.

10 80. Defendants unlawfully advertised and sold products bearing counterfeit
11 trademarks of Nite Ize. The infringing materials that Defendants have and continue to
12 advertise, market, install, offer, and distribute are likely to cause confusion, mistake, or
13 deception as to their source, origin, or authenticity.

14 81. Further, Defendants' counterfeiting activities are likely to lead the public to
15 conclude, incorrectly, that the infringing materials that Defendants are advertising, marketing,
16 offering, and/or distributing originate with or are authorized by Nite Ize, thereby harming Nite
17 Ize, its licensees, and the public.

18 82. At a minimum, Defendants acted with willful blindness to, or in reckless
19 disregard of, their authority to use the Nite Ize Trademarks and the confusion that the use of
20 those trademarks would have on consumers as to the source, sponsorship, affiliation or
21 approval by Nite Ize of the products using those trademarks.

22 83. As a result of Defendants' wrongful conduct, Nite Ize is entitled to recover its
23 actual damages, Defendants' profits attributable to the infringement, and treble damages and
24 attorney fees pursuant to 15 U.S.C. § 1117 (a) and (b). The amount of money due from
25 Defendants to Nite Ize is unknown to Nite Ize and cannot be ascertained without a detailed
26 accounting by Defendants of the precise number of units of counterfeit, infringing material
27 advertised, marketed, offered or distributed by Defendants. Alternatively, Nite Ize is entitled to

1 statutory damages under 15 U.S.C. § 1117(c).

2 84. Nite Ize is further entitled to injunctive relief, including an order impounding all
 3 infringing materials. Nite Ize has no adequate remedy at law for Defendants' wrongful conduct
 4 because, among other things: (a) the Nite Ize Trademarks are unique and valuable property that
 5 have no readily determinable market value; (b) Defendants' infringement constitutes harm to
 6 Nite Ize's reputation and goodwill such that Nite Ize could not be made whole by any monetary
 7 award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to
 8 become further confused, mistaken, or deceived as to the source, origin or authenticity of the
 9 infringing materials; and (d) Defendants' wrongful conduct, and the resulting harm to Nite Ize,
 10 is continuing.

11 **SECOND CAUSE OF ACTION**

12 ***(by Nite Ize against all Defendants)***

13 **False Designation of Origin, False Advertising and Unfair Competition – 15 U.S.C. § 1125**
 14 ***et seq.***

15 85. Plaintiffs incorporate by reference the allegations of each and all of the
 16 preceding paragraphs as though set forth herein.

17 86. Nite Ize advertises, markets, and distributes its products using the trademarks
 18 described above and uses these trademarks to distinguish its products from the products and
 19 related items of others in the same or related fields.

20 87. Because of Nite Ize's long, continuous, and exclusive use of the Nite Ize
 21 Trademarks, they have come to mean, and are understood by customers, end users, and the
 22 public to signify, products from Nite Ize.

23 88. Defendants' wrongful conduct includes the infringement of the Nite Ize
 24 Trademarks, and the unauthorized use and misuse of Nite Ize's name, and/or imitation designs
 25 (specifically displays, logos, icons, graphic designs, and/or packaging virtually
 26 indistinguishable from the Nite Ize designs) in connection with Defendants' commercial
 27 advertising or promotion, including without limitation, in connection with the offering for sale
 and sale of counterfeit Nite Ize products in interstate commerce.

1 89. In advertising and selling products bearing counterfeit trademarks of Nite Ize,
2 Defendants have used, and continue to use, the trademarks referenced above to compete
3 unfairly with Nite Ize and to deceive customers. Upon information and belief, Defendants'
4 wrongful conduct misleads and confuses their customers and the public as to the origin and
5 authenticity of the goods and services advertised, marketed, offered or distributed in connection
6 with Nite Ize's trademarks, name, and imitation visual designs, and wrongfully trades upon
7 Nite Ize's goodwill and business reputation. Defendants' conduct constitutes (a) false
8 designation of origin, (b) false or misleading description, and (c) false or misleading
9 representation that products originate from or are authorized by Nite Ize, all in violation of 15
10 U.S.C. § 1125(a).

11 90. Defendants' acts constitute willful false statements in connection with goods
12 and/or services distributed in interstate commerce, in violation of section 43(a) of the Lanham
13 Act, 15 U.S.C. § 1125(a).

14 91. Defendants are subject to liability for the wrongful conduct alleged herein, both
15 directly and under various principles of secondary liability, including without limitation,
16 respondeat superior, vicarious liability, and/or contributory infringement.

17 92. Nite Ize is entitled to an injunction against Defendants, their officers, agents,
18 representatives, servants, employees, successors and assigns, and all other persons in active
19 concert or participation with them, as set forth in the Prayer for Relief below. Defendants' acts
20 have caused irreparable injury to Nite Ize. The injury to Nite Ize is and continues to be
21 ongoing and irreparable. An award of monetary damages cannot fully compensate Nite Ize for
22 its injuries, and Nite Ize lacks an adequate remedy at law.

23 93. Nite Ize is further entitled to recover Defendants' profits, Nite Ize's damages for
24 its losses, and Nite Ize's costs to investigate and remediate Defendants' conduct and bring this
25 action, including its attorney's fees, in an amount to be determined. The amount of money due
26 from Defendants to Nite Ize is unknown to Nite Ize and cannot be ascertained without a
27 detailed accounting by Defendants of the precise number of units of infringing material

1 advertised, marketed, offered or distributed by Defendants. Nite Ize is also entitled to the
2 trebling of any damages award as allowed by law.

3 **THIRD CAUSE OF ACTION**
4 ***(by Amazon against all Defendants)***
5 **Breach of Contract**

6 94. Plaintiffs incorporate by reference the allegations of each and all of the
7 preceding paragraphs as though set forth herein.

8 95. Defendants established Amazon Seller Accounts and entered into Amazon's
9 BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also
10 contractually agreed to be bound by the Conditions of Use of the Amazon website.

11 96. Defendants' advertising, sale, and distribution of counterfeit Nite Ize products
12 materially breached the BSA and the Conditions of Use of the Amazon website in numerous
13 ways. Among other things, Defendants' conduct constitutes infringement and misuse of the IP
14 rights of Nite Ize.

15 97. Defendants are subject to liability for the wrongful conduct alleged herein (i.e.,
16 the misuse of Nite Ize's IP) both directly and under various principles of secondary liability,
17 including without limitation, respondeat superior, vicarious liability, and/or contributory
18 infringement.

19 98. As described above, Defendants' acts have caused irreparable injury to Amazon,
20 and that injury is ongoing. An award of monetary damages cannot fully compensate Amazon
21 for its injuries, and Amazon lacks an adequate remedy at law.

22 99. Amazon is entitled to an injunction against Defendants, their officers, agents,
23 representatives, servants, employees, successors and assigns, and all other persons in active
24 concert or participation with them, as set forth in the Prayer for Relief below in order to stop
25 Defendants' misuse of IP.
26
27

FOURTH CAUSE OF ACTION
(by Amazon against all Defendants)
False Advertising – 15 U.S.C. § 1125(a) *et seq.*

100. Plaintiffs incorporate by reference the allegations of each and all of the preceding paragraphs as though set forth herein.

101. Defendants infringed and misused the IP rights of Nite Ize in marketing, selling, and distributing products through the Amazon store, thereby making false and misleading statements of fact about the origin, sponsorship or approval of the goods they sold.

102. These statements deceived or had the capacity to deceive Amazon as to whether Defendants were selling counterfeit goods in violation of BSA. Defendants' deceptive acts were material to Amazon's decision to allow Defendants to sell their goods on the Amazon store because Amazon would not have permitted them to sell their goods but for the deceptive acts.

103. Defendants' acts constitute willful false statements in connection with goods and/or services distributed in interstate commerce, in violation of section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

104. Defendants are subject to liability for the wrongful conduct alleged herein, both directly and under various principles of secondary liability, including without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

105. Defendants' acts have caused irreparable injury to Amazon. The injury to Amazon is and continues to be ongoing and irreparable. An award of monetary damages alone cannot fully compensate Amazon for its injuries, and Amazon lacks an adequate remedy at law.

106. Amazon is entitled to an injunction against Defendants, their officers, agents, representatives, servants, employees, successors and assigns, and all other persons in active concert or participation with them, as set forth in the Prayer for Relief below, along with its attorneys' fees and costs in bringing this lawsuit.

FIFTH CAUSE OF ACTION
(by Amazon & Nite Ize against all Defendants)
Civil Conspiracy (Common Law)

107. Plaintiffs incorporate by reference the allegations of each and all of the preceding paragraphs as though set forth herein.

108. Each and all of the Defendants combined together to accomplish the unlawful purpose of advertising, selling, and distributing counterfeit Nite Ize products on the Amazon store. Each and all of the Defendants have further used unlawful means to accomplish this purpose, including without limitation, the infringement and misuse of the IP rights of Nite Ize.

109. Each and all of the Defendants joined together, conspired, and entered into an agreement to accomplish the aims of their unlawful conspiracy.

110. Nite Ize and Amazon are entitled to an injunction against Defendants, their officers, agents, representatives, servants, employees, successors and assigns, and all other persons in active concert or participation with them, as set forth in the Prayer for Relief below to, among other things, stop Defendants' misuse of IP. Defendants' acts have caused irreparable injury to Nite Ize. The injury to Nite Ize is and continues to be ongoing and irreparable. An award of monetary damages cannot fully compensate Nite Ize for its injuries, and Nite Ize lacks an adequate remedy at law.

111. Nite Ize is further entitled to recover Defendants' profits, Nite Ize's damages for its losses, and Nite Ize's costs to investigate and remediate Defendants' conduct and bring this action, including its attorney's fees, in an amount to be determined. The amount of money due from Defendants to Nite Ize is unknown to Nite Ize and cannot be ascertained without a detailed accounting by Defendants of the precise number of units of infringing material advertised, marketed, offered or distributed by Defendants. Nite Ize is also entitled to the trebling of any damages award as allowed by law.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for the following relief:

1 A. That the Court issue an order permanently enjoining Defendants, their officers,
2 agents, representatives, servants, employees, successors and assigns, and all others in active
3 concert or participation with them, from:

4 (i) selling products on any of Amazon's websites or in any of Amazon's
5 stores;

6 (ii) opening any Amazon Seller Accounts;

7 (iii) manufacturing, distributing, offering to sell, or selling any product using
8 Nite Ize's brand or trademarks, or which otherwise infringes Nite Ize's
9 intellectual property;

10 (iv) assisting, aiding or abetting any other person or business entity in
11 engaged or performing any of the activities referred to in subparagraphs
12 (i) through (iii) above;

13 B. That the Court enter judgment in Amazon's and Nite Ize's favor on all claims
14 brought by them;

15 C. That the Court enter an order pursuant to 15 U.S.C. § 1116 impounding all
16 counterfeit and infringing products bearing the Nite Ize Trademarks or that otherwise infringe
17 the Nite Ize IP, and any related item, including business records, that are in Defendants'
18 possession or under their control;

19 D. That the Court enter an order requiring Defendants to provide Nite Ize a full and
20 complete accounting of all amounts due and owing to Nite Ize as a result of Defendants'
21 unlawful activities;

22 E. That Defendants be required to pay all general, special, actual, and statutory
23 damages which Nite Ize has sustained, or will sustain, as a consequence of Defendants'
24 unlawful acts, and that such damages be enhanced, doubled, or trebled as provided for by 15
25 U.S.C. § 1117(b), or otherwise allowed by law;

1 F. That Defendants be required to pay the costs of this action and the reasonable
2 attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117 or
3 otherwise by law; and

4 G. That the Court grant Amazon and Nite Ize such other, further, and additional
5 relief as the Court deems just and equitable.

6 DATED this 26th day of June, 2019.

7 DAVIS WRIGHT TREMAINE LLP
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